



CDTC Southern Terminus Shuttle

2017

ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS & RELEASE AND INDEMNITY AGREEMENT

INTRODUCTION:

Please read this entire Acknowledgment and Assumption of Risks & Release and Indemnity Agreement (hereafter 'Document') carefully. All participants in the CDTC Southern Terminus Shuttle (including assisting volunteers) must sign this Document. For participants under 18 years of age (hereafter sometimes 'minor' or 'child'), one or both parent/s or guardian/s (hereafter collectively 'parent/s') must also sign.

The CDTC Southern Terminus Shuttle is organized to provide safe access to the official Southern terminus of the Continental Divide Trail (CDT). The Southern Terminus is located on the border of New Mexico and Mexico in the Big Hatchet Mountains on Bureau of Land Management federal lands in the bootheel of New Mexico. Continental Divide Trail Coalition, as well as other sponsors, producers, volunteers and independent contractors contribute to this activity. In consideration of the services of the Continental Divide Trail Coalition and all other sponsors, producers and organizers, and each of their respective officers, directors, employees, agents, representatives, volunteers, affiliates, independent contractors and all other persons or entities associated with them, including those driving the shuttle or providing water in the water caches (collectively referred to in this Document as 'CDTC') allowing me to participate in Southern Terminus Shuttle, **I (participant and parent/s of a minor participant) understand and agree as follows:**

ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

The Southern Terminus Shuttle only provides transportation to the CDT, and does not bare any responsibility or liability for activities that take place beyond that service. The Southern Terminus Shuttle (which may be scheduled or unscheduled, supervised or unsupervised and include free time) may lead to activities including, but not limited to: hiking; backpacking; trail construction or maintenance; camping; participation in work or service projects related to the CDT; and travel to and from these activities (referred to in this Document as 'activities'). **I (and my Parent/s, if I am a minor) acknowledge that the inherent and other risks, hazards and dangers (referred to in this Document as 'risks') of these activities can cause injury, damage, death or other loss to participant or others.** Parent/s of minor participants agree to discuss the nature of these activities and risks with their child, and give their child permission to participate in all activities. **These risks include, but are not limited to:**

Risks present in an outdoor or wilderness environment. These risks include travel in high altitude, mountainous or wilderness terrain both on and off trail. Participant's travel may be subject to lightning; strong winds; fast moving rivers or other water bodies; difficult stream crossings; currents or whitewater; falling rocks; extremely hot or cold weather or cold water; snow and ice; snow slides and avalanches; fallen timber; stinging; venomous or disease carrying animals or insects; poisonous plants; wild animals and other natural or man-made hazards. Hazards (both on land and above or below water level) may not be marked and weather is unpredictable year round.

Risks involved in decision making and conduct, including, without limitation, the risk that a CDTC staff member, representative, volunteer, co-participant or other party may misjudge a participant's capabilities, health or physical condition; misjudge some aspect of instruction, medical treatment, weather, terrain, water level, or river and/or terrain route location; or act negligently. CDTC uses volunteers to assist with and lead activities. These individuals are not professional guides or leaders. In all activities, all participants share in the responsibility for their own well-being and the well-being of the group.

Personal health and participation risks. The risk that participant's mental, physical or emotional condition (disclosed or undisclosed, known or unknown) combined with participation in these activities could result in injury, damage, death or other loss. CDTC has identified 'difficulty ratings' to assist participants in determining whether an activity is appropriate for them. However, participants (and parent/s of minors) assume full responsibility for selecting activities based upon this or other information, and their own understanding of participant's mental, physical and emotional condition.

Service project risks. Participating in CDT work or service projects can include risks associated with activities such as digging, lifting, construction and clean-up, and use of associated tools and equipment.

Risks arising from recreating in areas where others may be using firearms, including the risk of being shot or struck by flying debris or by accidental discharge of a firearm.

Risks connected with geographic location. Activities may take place in remote places, several hours from medical facilities, causing potential delays or difficulties in communication, transportation, evacuation and medical care. Although CDTC staff, volunteers or other leaders may have wireless communication devices, use of these communication devices in outdoor, mountainous and/or wilderness terrain is unreliable and inconsistent. Further, CDTC staff, volunteers or other leaders may not be trained in first aid, CPR or wilderness medicine and do not carry first aid kits for the group. Each participant must carry any needed medications and first aid supplies. Participant should bring first aid supplies recommended

by their medical care provider, including those to counteract potential serious allergic reaction (for example, anaphylaxis resulting from allergy to bee stings).

The risk that equipment used in any activity may be misused, or may break, fail or malfunction.

Risks associated with cooking and camping. Risks include gas explosion, scalding or other burns associated with cooking over a gas stove or open fire and water contamination in natural water sources. All water may be contaminated and must be disinfected, filtered or boiled before use.

Risks associated with free time. Participants will have free and unsupervised time before, during and after the start of an activity. Risks regarding conduct. The potential that the participant, or other participants or third parties (e.g. driver, rescue squad, hospital) may act carelessly or recklessly.

Other risks generally associated with outdoor activities taking place in a wilderness environment in mountainous terrain.

These and other risks, may result in participants: falling; being struck by lightning or objects; colliding with objects or people; experiencing vehicle or boat collision, capsize or rollover; reacting to high altitudes and weather conditions; becoming lost or disoriented; suffering gastro-intestinal complications or allergic reactions or experiencing other problems. These and other circumstances may cause hypothermia, hyperthermia, dehydration, frostbite, heat stroke or exhaustion, drowning, high altitude sickness, heart or lung complications, broken bones, paralysis, concussions, mental or emotional trauma or other injury, damage, death or loss.

I (participant and parent/s of a minor participant) understand that CDTC representatives are, and have been available should I have further questions about these activities or the associated risks. If participant has any mental, physical or emotional conditions or limitations which might affect his/her ability to participate, I agree to disclose those to CDTC, and represent that participant is fully capable of participating without causing harm to him/herself or others. I understand that CDTC cannot assure participant's safety or eliminate any of these risks. **Participant is voluntarily participating with knowledge of the risks. Therefore, participant (and parent/s of minors) assume and accept full responsibility for participant, for the inherent and other risks (both known and unknown) of these activities and for any injury, damage, death or other loss suffered by participant (and parent/s of minors), resulting from those risks, and/or resulting from participant's own negligence or other misconduct.**

RELEASE AND INDEMNITY AGREEMENT

Please read carefully. This Release and Indemnity Agreement contains a surrender of certain legal rights. I (adult participant, or parent/s for themselves and for and on behalf of their participating child) agree as follows:

1.) to release and agree not to bring suit, demands, actions rights of action against the CDTC, with respect to any and all claims, liabilities, suits or expenses (including attorneys' fees and costs) (hereafter collectively 'claim' or 'claim/s') for any injury, damage, death or other loss in any way connected with my/my child's enrollment or participation in CDTC activities, or use of any equipment, facilities and/or premises. **I understand that in signing this Document, I, my child, and anyone acting on my or my child's behalf, surrender our respective rights to make a claim against the CDTC for any injury, damage, death or other loss suffered by me or my child;**

2.) to defend and indemnify ('indemnify' meaning protect by reimbursement or payment) **the CDTC** with respect to any and all claim/s brought by or on behalf of me, my child, a family member, a co-participant or any other person for any injury, damage, death, or other loss in any way connected with my/my child's enrollment or participation in CDTC activities, or use of any equipment, facilities and/or premises.

This Release and Indemnity Agreement includes claim/s resulting from the CDTC's negligence (but not its gross negligence or willful, wanton, or criminal misconduct) and includes claim/s for personal injury or wrongful death (including claim/s related to emergency or medical response, assessment or treatment), property damage, products liability, breach of contract or any other claim.

CONCLUSION

I (participant and parent/s of a minor participant) agree that Colorado substantive law (without regard to its conflict of laws rules) including C.R.S. section 13-22-107, governs this Document, any dispute I have with the CDTC and all other aspects of my relationship with the CDTC and that any mediation, suit or other proceeding must be filed or entered into only in Colorado. I agree to attempt to settle any dispute (that cannot be settled by discussion) through mediation before a mutually acceptable Colorado mediator. I authorize CDTC or federal land management agency staff, agents or representatives, other program participants, or other medical personnel to obtain or provide medical care for me/my child, to transport me/my child to a medical facility and to provide treatment they consider necessary for my/my child's health. I agree to the release (to or by the CDTC) of any medical records necessary for treatment, referral, billing or other purposes. I agree to pay all costs associated with medical care, and/or evacuation or other costs. **This Document is intended to be interpreted and enforced to the fullest extent allowed by law. If any portion of this Document is deemed unlawful or unenforceable, it shall not affect the remaining provisions, and those remaining provisions shall continue in full force and effect.**

Participant and parent/s of a minor participant: I have carefully read, understand and voluntarily sign this Document and acknowledge that it will be effective and binding upon me, my minor children and other family members, and my heirs, executors, representatives, subrogees and estate. One or both Parent/s must sign below if participant is under 18 years of age.

PLEASE SIGN BELOW AND RETURN BOTH PAGES OF THIS DOCUMENT WITH YOUR REGISTRATION.

Participant Signature: _____ Print Name: _____ Date: _____

Parent/Guardian Signature: _____ Print Name: _____ Date: _____

Parent/Guardian Signature: _____ Print Name: _____ Date: _____